

1 WRIGHT, FINLAY & ZAK, LLP  
2 Darren T. Brenner, Esq.  
3 Nevada Bar No. 8386  
4 Lindsay D. Dragon, Esq.  
5 Nevada Bar No. 13474  
6 7785 W. Sahara Ave., Suite 200  
7 Las Vegas, NV 89117  
8 (702) 475-7964; Fax: (702) 946-1345  
9 [dbrenner@wrightlegal.net](mailto:dbrenner@wrightlegal.net)  
10 [ldragon@wrightlegal.net](mailto:ldragon@wrightlegal.net)

11 *Attorneys for Plaintiff, The Bank of New York Mellon FKA The Bank of New York, as Trustee for*  
12 *the Certificateholders CWALT, Inc., Alternative Loan Trust 2006-OC7, Mortgage Pass-Through*  
13 *Certificates*

9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 THE BANK OF NEW YORK MELLON FKA  
12 THE BANK OF NEW YORK, AS TRUSTEE  
13 FOR THE CERTIFICATEHOLDERS  
14 CWALT, INC., ALTERNATIVE LOAN  
15 TRUST 2006-OC7, MORTGAGE PASS-  
16 THROUGH CERTIFICATES,

17 Plaintiff,

18 vs.

19 FIDELITY NATIONAL TITLE GROUP,  
20 INC.; CHICAGO TITLE INSURANCE  
21 COMPANY; CHICAGO TITLE AGENCY  
22 OF NEVADA; DOES I through X; and ROES  
23 XI through XX,

24 Defendants.

Case No.: 2:21-cv-00351-APG-DJA

**STIPULATION AND ORDER TO  
CONTINUE STAY OF CASE**

25 Plaintiff, The Bank of New York Mellon FKA The Bank of New York, as Trustee for the  
26 Certificateholders CWALT, Inc., Alternative Loan Trust 2006-OC7, Mortgage Pass-Through  
27 Certificates (“Plaintiff”) and Defendants Fidelity National Title Group, Inc., Chicago Title  
28 Insurance Company and Chicago Title Agency of Nevada (“Defendants”, and with Plaintiff, the  
“Parties”), by and through their undersigned counsel, hereby stipulate as follows:

1 This matter involves a title insurance coverage dispute wherein Plaintiff contends, and  
2 Defendants disputes, that the title insurance claim involving an HOA assessment lien and  
3 subsequent sale was covered by the subject policy of title insurance. There are now currently  
4 pending in the United States District Court for the District of Nevada and Nevada state courts  
5 more than one-hundred actions between national banks, on the one hand, and title insurers, on the  
6 other hand. In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA  
7 2006 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9  
8 and/or CLTA 115.2/ALTA 5 Endorsements.

9 This matter was previously stayed pending a Ninth Circuit appeal in *Wells Fargo Bank,*  
10 *N.A. v. Fidelity Nat'l Title Ins. Co.*, Ninth Circuit Case No. 19-17332 (District Court Case No.  
11 3:19-cv-00241-MMD-WGC) ("*Wells Fargo II*") [ECF No. 10], which resolved on November 21,  
12 2021.

13 The Parties have conferred and believe another limited six-month stay is warranted. The  
14 *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada Supreme Court Case No. 83737  
15 ("*PennyMac*") appeal remains pending. Additionally, there is another fully briefed appeal to the  
16 Nevada Supreme Court involving a similar coverage dispute in *Deutsche Bank Nat'l Trust Co. v.*  
17 *Fidelity Nat'l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 ("*Deutsche Bank*"). Both  
18 *PennyMac* and *Deutsche Bank* are fully briefed, but oral argument has not been set. The Parties  
19 anticipate that the Nevada Supreme Court's decisions in the foregoing appeals may touch upon  
20 issues regarding the interpretation of policy and claims handling, that could potentially affect the  
21 disposition of the instant action.

22 Accordingly, the Parties believe an additional stay of six months in the instant action will  
23 best serve the interests of judicial economy. The Parties request that the action be stayed for an  
24 additional six months, through and including, July 27, 2023. The Parties are to submit a Joint  
25 Status Report on or before July 27, 2023. The Parties further agree that this stipulation and stay  
26 of this case is entered based on the specific circumstances surrounding this particular case, and  
27 that this stipulation shall not be viewed as a reason for granting a stay in any other pending matter.  
28

